Shultz Foods Company, Inc. *and* Chocolate Workers' Local Union No. 464 of the Bakery & Confectionery Workers' International Union of America. Case 4-CA-11596

March 24, 1982

DECISION AND ORDER

BY CHAIRMAN VAN DE WATER AND MEMBERS FANNING AND HUNTER

On September 16, 1981, Administrative Law Judge Thomas A. Ricci issued the attached Decision in this proceeding. Thereafter, Respondent filed exceptions and a supporting brief,[1] the General Counsel filed a cross-exception and a supporting brief, and Respondent and the General Counsel filed answering briefs.

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, as amended, the National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the record and the attached Decision in light of the exceptions and briefs and has decided to affirm the rulings, findings,[2] and conclusions[3] of the Administrative Law Judge and to adopt his recommended Order, as modified herein.[4]

The General Counsel excepts to the Administrative Law Judge's finding that Respondent did not violate Section 8(a)(1) of the Act by issuing employee Sterner a letter warning him not to distribute union information or to engage in union solicitation during company time. We find merit in this exception.

On October 17, 1980, Respondent's president, David Humbert, Jr., approached employee Sterner, a leading union adherent, and, without a word, handed him a envelope which contained a letter. Sterner put the envelope in his pocket without reading the letter. About 5 minutes later, Humbert called Sterner to him, punched his timecard, and told Sterner that he was fired. When asked why, Humbert said, "sleeping on the job," and refused to elaborate. Sterner then requested his paycheck, which he received within minutes, and left the premises.[5]

The letter, in pertinent part, reads:

> This is to notify you not to hand out union information during company time or you will face dismissal.
>
> We know you are entitled to campaign for union representation. We know this is your legal right.
>
> However, the company will not tolerate this activity on company time.

In dismissing the 8(a)(1) allegation, the Administrative Law Judge found that, had the letter been posted as a no-solicitation rule, it would have been unlawful under the Board's recent decision in *T.R.W. Bearings Division, a Division of T.R.W., Inc.*, 257 NLRB 442 (1981). However, he concluded that, since the letter had not been brought to "anyone's attention," no violation had occurred here. He further stated that a finding of a violation in the circumstances here would be tantamount to holding that an employer commits two unfair labor practices when it discharges an employee for his union activity and at the same time tells the employee that union activity is the reason for his discharge. Contrary to the Administrative Law Judge, we conclude that the issuance of the warning letter was unlawful for the following reasons.

It is well settled that a prohibition against union solicitation and distribution of union literature during "company time," absent evidence that such a rule is necessary to maintain discipline or production, is an overly broad restriction on employees'

[1] Respondent has requested oral argument. This request is hereby denied as the record, the exceptions, and the briefs adequately present the issues and the positions of the parties.

[2] Respondent has excepted to certain credibility findings made by the Administrative Law Judge. It is the Board's established policy not to overrule an administrative law judge's resolutions with respect to credibility unless the clear preponderance of all of the relevant evidence convinces us that the resolutions are incorrect. *Standard Dry Wall Products, Inc.*, 91 NLRB 544 (1950), enfd. 188 F.2d 362 (3d Cir. 1951). We have carefully examined the record and find no basis for reversing his findings.

In sec. III of his Decision, the Administrative Law Judge stated that Respondent's president, Humbert, admitted that "there is a system of giving written warnings to misbehaving employees," whereas, Humbert, in fact, testified that there was no company policy of giving written warnings to employees. This inadvertent error is insufficient to affect the results of our decision.

[3] In excepting to the Administrative Law Judge's conclusion that it violated Sec. 8(a)(1) and (3) of the Act by discharging employee Sterner, Respondent relies, *inter alia*, on the testimony of employee Klunk, which the Administrative Law Judge did not mention, concerning Sterner's alleged sleeping on the job. We have considered that testimony and find that it does not warrant reversal of the Administrative Law Judge's conclusion. In this regard, we note that Klunk did not testify as to Sterner's alleged sleeping on the job on October 17, 1980. Further, although she testified that she had observed him sleeping on the job in the past, she could not state whether he was "on break" at such times and admitted that she assumed he was sleeping whenever she did not see him around the plant.

[4] We find that it will effectuate the purposes of the Act to require Respondent to expunge from Sterner's personnel records, or other files, any reference to his unlawful discharge. We shall modify the Administrative Law Judge's recommended Order accordingly.

In sec. 1(b) of his recommended Order, the Administrative Law Judge used the broad cease-and-desist language "in any other manner." However, we have considered this case in light of the standards set forth in *Hickmott Foods, Inc.*, 242 NLRB 1357 (1979), and have concluded that a broad remedial order is inappropriate since it has not been shown that Respondent has a proclivity to violate the Act or has engaged in such egregious or widespread misconduct as to demonstrate a general disregard for the employees' fundamental statutory rights. Accordingly, we shall modify the recommended Order by substituting the narrow injunctive language "in any like or related manner."

[5] The Administrative Law Judge found, and we agree, that Respondent's discharge of Sterner was violative of Sec. 8(a)(1) and (3) of the Act.

Section 7 rights, and, consequently, is violative of the Act.[6] Respondent has presented no evidence nor has it even contended that its broad prohibition against union solicitation and distribution of union literature was necessary to maintain discipline or production. Moreover, the warning letter expressly prohibited only union activities, it was issued to a leading union adherent 3 days after the Union demanded recognition, and, as conceded by Respondent in its brief to us, the written warning to Sterner was the only one ever given to one of Respondent's employees.

Furthermore, contrary to the Administrative Law Judge, the fact that the warning letter was not posted as a general no-solicitation rule for all employees does not preclude a finding of a violation.[7]

We further find that, although Sterner did not read the warning letter prior to his discharge, the issuance of the warning letter nevertheless reasonably tended to interfere with the exercise of his rights under Section 7.[8] Finally, we note that the warning letter, although issued only a few minutes before the discharge, was not mentioned by Respondent as a reason for the discharge and that, contrary to the Administrative Law Judge, Respondent's issuance of the warning letter clearly was an act separate and distinct from the discharge itself. We therefore conclude that Respondent, by issuing the warning letter to Sterner, violated Section 8(a)(1) of the Act, and we shall amend the Administrative Law Judge's Conclusions of Law accordingly.

AMENDED CONCLUSIONS OF LAW

Insert the following as Conclusion of Law 2 and renumber the subsequent paragraph accordingly:

"2. By issuing a written warning to Herbert Sterner prohibiting him from union solicitation and distribution of union information during company time, Respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8(a)(1) of the Act."

ORDER

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board adopts as its Order the recommended Order of the Administrative Law Judge and hereby orders that the Respondent, Shultz Foods Company, Inc., Hanover, Pennsylvania, its officers, agents, successors, and assigns, shall take the action set forth in the said recommended Order, as so modified:

1. Substitute the following for paragraph 1(b):

"(b) Issuing written or other warnings to employees prohibiting union solicitation or distribution of union information during company time."

2. Insert the following as paragraph 1(c):

"(c) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act."

3. Insert the following as paragraph 2(b) and reletter the subsequent paragraphs accordingly:

"(b) Expunge from Herbert Sterner's personnel records, or other files, any reference to his discharge or the written warning issued to him on October 17, 1980."

4. Substitute the attached notice for that of the Administrative Law Judge.

APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

After a hearing at which all sides had an opportunity to present evidence and state their positions, the National Labor Relations Board found that we have violated the National Labor Relations Act, as amended, and has ordered us to post this notice.

WE WILL NOT discharge any of our employees for the purpose of discouraging their union activities.

WE WILL NOT issue written or other warnings to employees prohibiting union solicitation or distribution of union information during company time.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce employees in the exercise of the rights guaranteed them under Section 7 of the Act.

WE WILL offer Herbert Sterner immediate and full reinstatement to this former job or, if

[6] Chairman Van de Water and Member Hunter note that the Board consistently has found the prohibition of solicitation or distribution on "company time" overly broad. See, e.g., *Florida Steel Corporation*, 215 NLRB 97 (1974). They therefore find it unnecessary to pass on the Administrative Law Judge's discussion of *T.R.W., supra.*

[7] See *Southern Moldings, Inc.*, 255 NLRB 839 (1981).

[8] Sterner's failure to read the warning letter until after his discharge neither negates the unlawfulness of the warning nor obviates the need for a remedial order. Thus Respondent's overly broad restriction on Sterner's union activities reasonably tended to restrain Sterner in the future exercise of his Sec. 7 rights and Sterner would be entitled to the protection of the Act even as a former employee of Respondent. See *Little Rock Crate & Basket Co.*, 227 NLRB 1406 (1977). Further, should Sterner accept the offer of reinstatement to which he is entitled due to his unlawful discharge, the issuance of the warning, if left unremedied, reasonably could affect his future employment with Respondent. Similarly, any reference to the warning letter in Respondent's personnel files could affect any effort by Sterner to obtain employment elsewhere.

that job no longer exists, to a substantially equivalent position, without prejudice to his seniority or other rights and privileges previously enjoyed.

WE WILL expunge from Herbert Sterner's personnel records, or other files, any reference to his discharge or the written warning issued to him on October 17, 1980.

WE WILL make Herbert Sterner whole for any loss of pay he may have suffered as a result of the discrimination against him, with interest.

SHULTZ FOODS COMPANY, INC.

DECISION

STATEMENT OF THE CASE

THOMAS A. RICCI, Administrative Law Judge: A hearing in this proceeding was held on August 10, 1981, at York, Pennsylvania, on complaint of the General Counsel against Shultz Foods Company, Inc., here called the Respondent or the Company. The complaint issued on December 16, 1980, upon a charge filed on November 13, 1980, by Chocolate Workers Local Union No. 464 of the Bakery and Confectionery Workers' International Union of America, here called the Union. The sole issue of the case is whether the Respondent discharged an employee in violation of Section 8(a)(3) of the Act.

Upon the entire record and from my observation of the witnesses, I make the following:

FINDINGS OF FACT

I. THE BUSINESS OF THE RESPONDENT

The Company, a corporation under the laws of the Commonwealth of Pennsylvania, is engaged in the business of manufacturing pretzels and snack food at its Hanover, Pennsylvania, facility. During the year before issuance of the complaint, it purchased and received materials and supplies valued in excess of $50,000 directly from points outside the Commonwealth of Pennsylvania. I find that the Respondent is an employer within the meaning of the Act.

II. THE LABOR ORGANIZATION INVOLVED

I find that the Union is a labor organization within the meaning of Section 2(5) of the Act.

III. THE UNFAIR LABOR PRACTICE

The issue here is a purely factual one: was Herbert Sterner, a machine tender, first hired in February 1980 and fired on October 17, 1980, discharged because of his union activity as the complaint alleges? The Respondent denies this. Instead, David Humbert, Sr., the company president, testified he alone made the decision to fire the man, and that his reason was "for sleeping on the job." He was precise, at the hearing, in specifying this as his exact reason. Sterner testified he did not sleep on the job. A question of credibility is presented. But it is not between Sterner and Humbert, for the president admitted he did not see the man asleep, he had no direct, personal knowledge of the asserted offense. He said that somebody else told him. Credibility: was he telling the truth, or did he have another, unspoken, and illegal motive?

The General Counsel proved a perfect *prima facie* case of antiunion motivation. There are about 50 employees in this plant. On September 29, 1980, Sterner and another employee met with Thomas Murray, the Union's International representative, in a restaurant and they started talking about organizing the Respondent's employees. On October 5 a number of employees gathered at Sterner's house, again with Murray, to talk it over. There was another meeting 2 days later at the home of employee Loretta Robinson, again with Sterner and Murray present. The employees started signing authorization cards. Sterner then took Murray in the evening to the homes of several employees and had them sign cards. Further, one day Sterner sent another employee out to the parking lot where Murray sat in his car, so the union agent could solicit that employee's signature also. Sterner testified, without contradiction, that Robert Jacoby, then supervising the shift, suggested he do that. In fact, Jacoby stood by as Sterner covered the employee's post while the other employee was outside.

On October 14 two union agents went to Humbert's office and demanded recognition, which he refused to grant. Two days later, on October 16, Humbert had his lawyer prepare a written letter addressed generally to Sterner. It reads as follows:

> Mr. Herbert H. Sterner
> R.D. #2
> Littlestown, Pennsylvania 17340
>
> Dear Herb:
>
> This is to notify you not to hand out union information during company time or you will face dismissal.
>
> We know you are entitled to campaign for union representation. We know this is your legal right.
>
> However, the company will not tolerate this activity on company time.
>
> Yours truly,
> Dave Humbert

Sterner then worked the midnight to 8 a.m. shift. On the morning of October 17, right after arriving at the plant, the president went to where Sterner was working and, without a word, handed him that letter. Thinking it had something to do with the work, as he testified, Sterner put it in his pocket and read it later. But, within no more than 4 or 5 minutes, as Sterner's shift ended, the president called him over, where he was standing with his son David, Jr., the plant manager, and told the employee he was fired then and there. When Sterner asked why, Humbert came back with "sleeping on the job . . . I don't want to talk about it . . . . Get your things and get out."

While the president equivocated as to just when he found out about Sterner's participation in the union drive—and thereby started casting a veil of doubt upon

his testimony—he admitted knowing about it. With his letter addressed directly to the employee there can be no question but that he absolutely knew Sterner was one of the ringleaders, if not the principal activist. This is not like posting a notice against solicitation for all employees to see. If Humbert singled out this one man—no one else received a union-related notice of any kind—it proves conclusively he held him individually responsible for the entire activity. The witness then tried to explain away this singular treatment of Sterner, adding he was provoked into giving him that letter because it had been reported to him that Sterner was "harassing" other employees, even "threatened" other employees. There is no direct testimony by anyone about harassment, or about threats; it was all pure hearsay by Humbert. But more important, if it were true that he had even heard of such impropriety, he surely would have written *that* on what he later called a "warning notice." The more he talked the less credible Humbert became.

When to the foregoing is added the almost incredible timing of the never previously threatened discharge, only minutes after pinpointing the man as the outstanding unioneer, the inference of antiunion motivation is virtually inescapable.

This leaves the asserted affirmative defense for consideration. The night-shift supervisor at the time was Edward Smith. This is the man who, according to President Humbert, told him a minute before the discharge decision that Sterner had been "sleeping on the job." The employees get three breaks during an 8-hour shift, each 10 minutes. They eat their lunch during those breaks. Sterner's job was to supply and feed running tapes into two packaging machines, to move away skids as they fill up with packaged products, and to make adjustments to the machines, to the extent of his technical knowledge, whenever they stopped for one reason or another. There are girls on duty who feed the pretzels into the machines and keep them operating. Sterner's story is that at about 5:15 that morning, with the machines running smoothly, he told the girls he was going into another room to sit down for a break, and that they should call him if any of the machines broke down. As it happened, within 3 or 4 minutes one of the machines did get jammed, as often happens, and Robinson, one of the operators, called for him. He came, fixed the machine, and went back to sit and rest. Now he told the girls that as soon as the skids were filled, they should again call him, so he could pull them away. After about 8 or 10 minutes, as both Sterner and Robinson testified, the girls went to him again to say that the skid was filled. He came to do his work, and as he approached the machine he saw Smith walking forward, apparently returning from somewhere else where he had gone for one reason or another. Sterner denied that he was asleep at all during that shift.

Called first by the General Counsel as an adverse witness, Smith started by saying unequivocally that he actually saw Sterner asleep that morning. He then added that when he first spoke to Robinson, she told him "that she had awakened him . . . . But his eyes were close yet . . . ." Asked again was Sterner awake when he first saw him, the witness said: "I can't say for sure, because I was at one end and he was at the other when I seen her [Robinson] . . . ." In contrast with his oral testimony, Smith's prehearing affidavit, dated December 3, 1980, reads as follows: "On the way back I saw Loretta Robinson, a packer from the carton area without any inserts. I looked back on that area and saw Herb laying on the cartons. He was awake because Loretta had woken him up when her skids were filled." Recalled later as a witness for the Respondent, Smith became even less credible on the critical question whether he, personally, really saw Sterner asleep:

> Q. . . . Now, you are saying from the time you saw that he was awake until the time you walked over to him he fell back to sleep?
>
> A. All I know is that she told me that she had to wake him, or I think that's what she said; I'm not sure.

After he was confronted with his affidavit in which he said Sterner "was awake" when he saw him, came the following:

> Q. But you did see him awake when you first looked over there, correct, or is this affidavit wrong?
>
> A. No, I didn't see him awake. I went by what I was told or what, you know, what I think she told me. I'm not sure of her exact words.

Robinson, the girl who called Sterner before Smith walked into the room, testified clearly that the man was not asleep at all, either before or after she called him. She then added no one spoke to her at all that night about Sterner being asleep.

Considering Robinson's straight testimony, Smith's earlier affidavit, and his evasive and shifting testimony, I do not credit Smith. He did not see the machine tender asleep and therefore in all probability did not say so to Humbert later that morning.

Could he nevertheless have lied to the president, so that maybe Humbert relied upon a fabricated report by Smith and therefore fired Sterner? I do not think so, because, in total picture—the testimony of President Humbert, the testimony of his son David, and the defense assertion generally—the asserted defense appears as a complete falsehood. Both Humberts painted a black picture of habitual disobedience by Sterner, beginning during his first month of employment on the day shift 8 months earlier. They kept quoting, in graphic detail, how one supervisor after another had reported the man sleeping on the job and doing other wrong things. It was all absolute hearsay. One of the quoted supervisors—Edward Siebert—had left the company by the time of the hearing. Two others, Jacoby and Gatwalt, were still in the company's employ but were not called to testify. According to the president, the plant manager had even urged him to "get rid" of Sterner long before the union activity surfaced, but he had done nothing about it. After beating around the bush, Humbert admitted there is a system of giving written warnings to misbehaving employees. None was ever issued to Sterner.

But a death wound in defense—so to speak—is the testimony by the plant manager, David Humbert, Jr., that he placed a reprimand report in Sterner's personnel file as long ago as June 5, 1980, for "sleeping on the job." Why he did not give that warning into the hands of the employee, or even show it to him, the witness did not attempt to explain. The note was received in evidence; it is in the manager's handwriting, bears the date "6-5-80," and, in addition to saying "sleeping on job," has a further entry: "Warned before by Siebert." On direct examination, the manager said three times that Supervisor Siebert had that day reported the offense to him and that this is why he made the record entry. To be sure his testimony was clear, he was asked again on *voir dire*: "Q. You are sure it was Ed Siebert that came to you? A. Yes, sir." The Respondent's records were then brought forth, and they show without question, as company counsel conceded, that Siebert left the company sometime before May 24, 1980. There could be no clearer proof that the manager was lying on the witness stand. His attempt later, after the purest leading question by counsel for the Respondent, to say he might have been mistaken, saves him not one wit.

Both Humberts took pains to portray Sterner as just an undesirable employee altogether. They listed other incidents of misbehavior, and, oddly, the manager even faulted the man for having taken on added duties, doing the work of others, that were not his responsibility. How such efforts by an employee could lessen his value I do not understand. But what is significant here is that the father kept repeating that his sole reason for discharge was the man's "sleeping on the job." This was his way of avoiding the conclusion that if nothing was done before that day in reaction to the now asserted very bad past record, it means it never happened. Sterner said clearly he was never criticized for his work performance, and he stands uncontradicted. The two indirectly quoted complainants—Supervisors Jacoby and Gatwalt—were not brought to the hearing by the Respondent. More, Gatwalt, at the time top supervisor in the plant, spoke to Sterner months before about being promoted to a supervisory status. At Sterner's request Gatwalt even went to Humbert and asked that he be given a raise, which the president did.

To weaken Sterner's credibility as a witness in this proceeding, the Respondent brought to light the fact that the witness, sometime in 1978, had been convicted of a felony—receiving stolen goods—and served a jail sentence. I have considered that fact, but all it does is raise a general, vague question as to Sterner's credibility. Weighed against the internal inconsistencies in the stories of both the Humberts, the direct contradiction by Robinson of Smith's doubletalk, and, most important, the failure by the Company to produce the present day supervisors said to have knowledge of the history of the case, I have no reason to discredit Sterner.

The case in support of the complaint is made stronger by the falsity of the asserted defense of discharge for cause. See *Shattuck Denn Mining Corporation* v. *N.L.R.B.*, 362 F.2d 466 (9th Cir. 1966). I find, on the entire record, that the Respondent discharged Sterner to put a stop to his union activities and thereby violated Section 8(a)(3) of the Act. *Wright Line, a Division of Wright Line, Inc.*, 251 NLRB 1083 (1980).

There is an additional allegation that by handing Sterner that no-solicitation letter on October 17 the Respondent separately violated Section 8(a)(1). I make no such finding on this record. While it is true that had that letter instead been posted to the eyes of all employees as a no-solicitation rule it would have been in violation of the Board's recent statement of law in *T.R.W. Bearings Division, a Division of T.R.W., Inc.*, 257 NLRB 442 (1981), the fact is that it was not brought to anyone's attention, indeed that nobody knew about it at all. To agree with the General Counsel on this tidbit would be the same as holding that when an employer tells a man he is fired because of his union activity he commits two unfair labor practices—one for doing it and one for saying he is doing it.

IV. THE REMEDY

It having been found that the Respondent committed an unfair labor practice it must be ordered to take appropriate remedial action. It must offer immediate reinstatement to Herbert Sterner, and make him whole for any loss of earnings resulting from such unlawful discrimination against him. It must also post the appropriate usual notices.

V. THE EFFECT OF THE UNFAIR LABOR PRACTICES UPON COMMERCE

The activities of the Respondent set forth in section III, above, occurring in connection with the operations of the Respondent described in section I, have a close, intimate, and substantial relationship to trade, traffic, and commerce among the several States and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

CONCLUSIONS OF LAW

1. By discharging Herbert Sterner the Respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8(a)(1) and (3) of the Act.

2. The aforesaid unfair labor practice is an unfair labor practice affecting commerce within the meaning of Section 2(6) and (7) of the Act.

Upon the foregoing findings of fact, conclusions of law, and the entire record, and pursuant to Section 10(c) of the Act, I hereby issue the following:

ORDER[1]

The Respondent, Shultz Foods Company, Inc., Hanover, Pennsylvania, its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

[1] In the event no exceptions are filed as provided by Sec. 102.46 of the Rules and Regulations of the National Labor Relations Board, the findings, conclusions, and recommended Order herein shall, as provided in Sec. 102.48 of the Rules and Regulations, be adopted by the Board and become its findings, conclusions, and Order, and all objections thereto shall be deemed waived for all purposes.

(a) Discharging or in any other manner discriminating against its employees because of their union activities.

(b) In any other manner interfering with, restraining, or coercing employees in the exercise of the right to self-organization, to join, form, or assist Chocolate Workers Local Union No. 464 of the Bakery and Confectionery Workers' International Union of America, or any other labor organization, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any or all such activities.

2. Take the following affirmative action necessary to effectuate the policies of the Act:

(a) Offer Herbert Sterner immediate and full reinstatement to his former position or, if such position no longer exists, to a substantially equivalent position, without prejudice to his seniority or other rights and privileges.

(b) Make Herbert Sterner whole for any loss of pay or any benefits he may have suffered by reason of the Respondent's discrimination against him, with interest thereon, to be computed in the manner prescribed in *F. W. Woolworth Company*, 90 NLRB 289 (1950), and *Florida Steel Corporation*, 231 NLRB 651 (1977).[2]

[2] See, generally, *Isis Plumbing & Heating Co.*, 138 NLRB 716 (1962).

(c) Preserve and, upon request, make available to the Board or its agents, for examination and copying, all payroll records, social security payment records, timecards, personnel records and reports, and all other records necessary to analyze the amount of backpay due under the terms of this Order.

(d) Post at its place of business in Hanover, Pennsylvania, copies of the attached notice marked "Appendix."[3] Copies of said notice, on forms provided by the Regional Director for Region 4, after being duly signed by its representative, shall be posted by the Respondent immediately upon receipt thereof, and be maintained by it for 60 consecutive days thereafter, in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by it to insure that said notices are not altered, defaced, or covered by any other material.

(e) Notify the Regional Director for Region 4, in writing, within 20 days from the date of this Order, what steps the Respondent has taken to comply herewith.

[3] In the event that this Order is enforced by a Judgment of a United States Court of Appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."